

Central Hudson Gas and Electric Corporation
A&C REBUILD PROJECT - ARTICLE VII APPLICATION
Case 13-T-0469

RESPONSE TO
INTERROGATORY/DOCUMENT REQUEST

Requesting Party and No.: DPS Staff - DPS-022 (MS)

Central Hudson Response No: CHGE-022 (DPS)

Date of Request: 7/31/2014

Information Requested of: Central Hudson Gas and Electric Corporation

Reply Date: August 7, 2014

Response Provided by: Lewis Fitzgerald

Information Requested:

1. Provide all easement information relating to the Rockwell, Barnaby Property (Parcel Grid ID 133400-6460-01-204697-0000) off Bushwick Road in the Town of La Grange. The shape files for the right-of-way (ROW) do not show this area as ROW. In addition, several figures in the application also show no ROW on the property.

Response:

*Central Hudson has a valid ROW on this property. In 1930, Central Hudson obtained a 150' wide ROW from Peter and Olga Delin (R/W #18 - see **Exhibit 1**). Please see the attached Plan & Profile as **Exhibit 2**. The Delin ROW began along the O'Dell property line (Near Pole # 55429) to the north and followed down to the Croft Property Line on the south (near Pole 55439).*

*In 1989, Central Hudson purchased a 3.65 parcel from one of Delin's successors, Janet Whitson Sudler (allowed room to re-route the "G" line). Central Hudson essentially purchased a portion of the original Delin Property already encumbered with the easement. This is the site of the Current Todd Hill Substation. The deed for the Todd Hill Substation is attached as **Exhibit 3**. The remaining lands encumbered by the ROW were*

retained by Janet Whitson Sudler before being granted to the current owner, Gail Sudler Rockwell, in 1997.

The fact that the shape files do not show this area of ROW is simply from GIS mapping. For some reason, it does not show a ROW overlay on the Rockwell Property. In the attached GIS Map **(Exhibit 4)**, Pink indicates Central Hudson Fee-Owned Property and Green indicates ROW. Central Hudson believes this to be an error in the mapping, not an indication of deficient ROW.

TRAL HUDSON GAS & ELECTRIC CORPORATION

RIGHT OF WAY

NUMBER 18

TOWN LaGrange

VILLAGE

CITY

MAP 51-P-4754

W. O. No. 103-4-660

LINE Pleasant Valley-Marlboro

GRANTORDELIN, Peter G. & Olga M.

DATE January 27, 1930

Same right of way as right of way
#37 Pleasant Valley-Stoneco Line.

RECORDED

COUNTY Butcher

DATE 7/6/30

LIBER 503

PAGE 309

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

RIGHT OF WAY

NUMBER 37

TOWN LaGrange

VILLAGE

CITY

W. O. No.

LINE PLEASANT VALLEY-STONECO

GRANTOR Delin, Peter G. & Olga M.

DATE January 27, 1930

RECORDED

COUNTY Dutchess DATE 2/6/30

LIBER 503 PAGE 309

In consideration of the sum of \$ 1000 and other good and valuable consideration, hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto said corporation, its successors and assigns, an easement and right of way 150 feet in width throughout its extent, in, upon, over and across the lands of the undersigned, including roads thereon and adjacent thereto, situated in the Town of Sagrange, County of Dutchess, State of New York, ~~the exact location thereof to be selected by said corporation after its final surveys have been made.~~ Transmission lines to run across my property approx. north and south as pointed out in the field. One Cleft on the south and one Ocell on the north. The right to remove such trees that would be a menace to the operation of said lines, to remove all brush and get such anchor guys that may be required. This grant covers pole lines + tower lines. Lines to located west of hollow and pond. Blue print to be furnished showing location of lines in relation buildings and pond.

The bounds of said right of way are as shown on the said Corp's drawing 10-S-1926 to 11 to be filed D.C. Clerk

Together with the right at all times to enter thereon and to have access thereto and to construct, operate and maintain thereon and to repair, replace, protect and remove, lines of poles, towers, cables, cross arms, guys, braces and all other appurtenances or fixtures adapted to the present and future needs, uses and purposes of said corporation, its successors, assigns and lessees.

Together with the right also to trim, cut and remove at any time such trees and other objects thereon ~~which may be a~~ of the undersigned, as in the judgment of said corporation, its successors, assigns and lessees, may interfere with, obstruct or endanger the construction, operation or maintenance of said rights, lines and fixtures or any thereof.

Reserving unto the undersigned the right to cultivate the ground between said poles and towers and beneath said wires and fixtures, provided that such use of said ground shall not interfere with, obstruct or endanger any of the rights granted as aforesaid; and provided that damage to the property owned by the undersigned caused solely by said corporation, its successors, assigns or lessees, in maintaining or repairing said lines shall be adjusted at the expense of said corporation, its successors, assigns, or lessees.

~~The undersigned agree(s) to accept in full payment and satisfaction for the easement, right of way and all the rights granted as aforesaid, the further sum of \$ 500.00 ~~which shall be paid or tendered by said corporation before the construction of said lines is begun, and in any event not later than March 1st, 1920, in default of which said payment or tender, this agreement shall without further act on the part of either the undersigned or of the corporation, become in all respects void and of no effect.~~~~

The provisions hereof shall apply to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and said corporation, respectively.

Signed, sealed and delivered on Jan 27, 1920

In the presence of

J. W. Howard

Peter G. Delin (L. S.)

Residing at 1181 E. 35th St. Brooklyn N.Y.

Olga M. Delin (L. S.)

Residing at 1181 E. 35th St. Brooklyn N.Y.

STATE OF NEW YORK

County of _____

On this _____ day of _____, 19____, before me, the subscriber, personally appeared _____

to me personally known and known to me to be the individual(s) described in and who executed the foregoing instrument, and _____ (severally) duly acknowledged to me that _____ executed the same.

Notary Public.

STATE OF NEW YORK

County of Dutchess

On this 4th day of February, 1930, before me personally came J. H. Howard

(subscribing witness)

with whom I am personally acquainted, to me known and known to me to be the subscribing witness to the foregoing instrument, who, being by me duly sworn, did depose and say that he resides in Peekskill, N.Y., that he is personally acquainted with Peter J. Delin and Olga M. Delin

and knows said person(s) to be the person(s) described in and who executed the foregoing instrument; that he, the said subscribing witness, was present and saw the said person(s) execute the same and that ~~the~~ (severally) duly acknowledged to him, the said subscribing witness, that ~~the~~ executed the same and that he thereupon subscribed his name as witness thereto.

Notary Public.

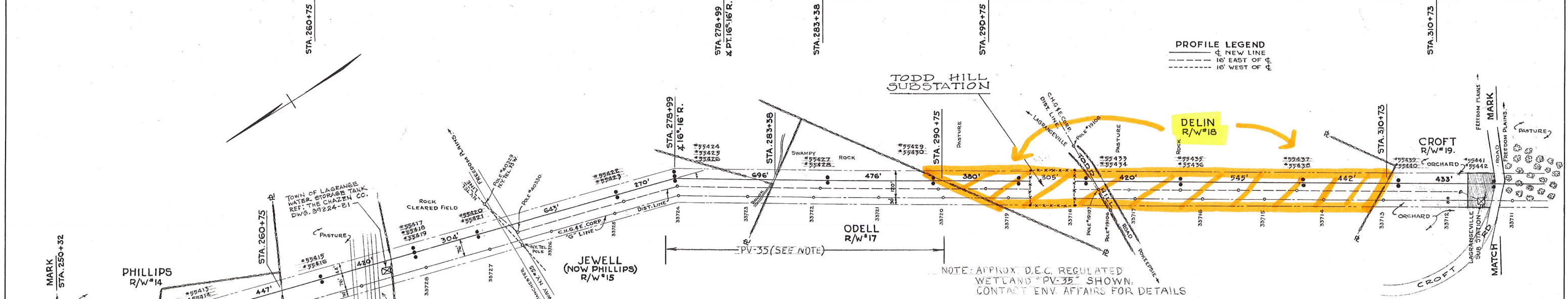
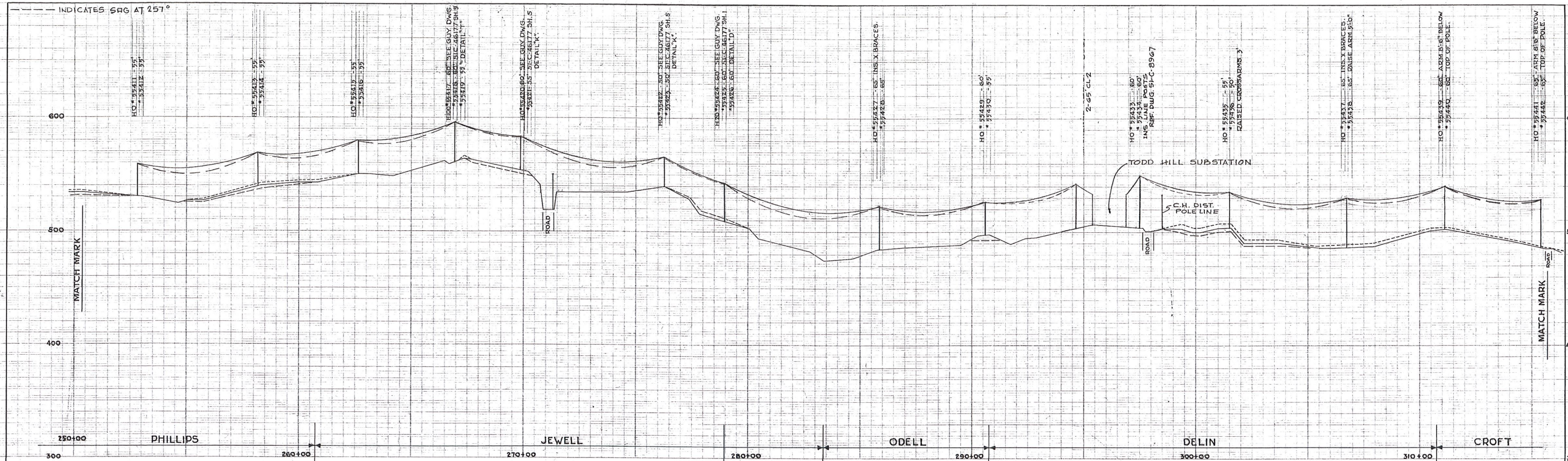
Deeds
Received on Feb 6 day Feb 30
at 4:55 P. M.
Index No. 513 of Deeds
at page 309 and checked.
J. A. Daughton

..FILED..
DUTCHESS COUNTY

FEB 6 1930

CLERK'S OFFICE

WSS M



TOWN OF LAGRANGE										COUNTY OF DUTCHESS										REFERENCE DRAWINGS										CENTRAL HUDSON GAS & ELECTRIC CORP.									
RIGHT OF WAY RECORD										COUNTY OF DUTCHESS										51-P-47313										PLEAS. VALLEY- MARLBORO									
NO. GRANTOR										COUNTY CLERK'S RECORD										REMARKS										NORTH									
DATE OF INSTRUMENT										DATE BOOK PAGE IN FEET LENGTH NO. OF POLES										CHANGE NO. MADE BY DATE CHK'D APP'D DESCRIPTION OF CHANGE										132 K.V.									
14 WARREN PHILLIPS										1-30-30 2-10-30 503 336 2444 12 150' R/W. SEE 'G' LINE #40										2										REVISED 2 STRUCT. BY TODD HILL RD.									
15 SHERMAN JEWELL										1-30-30 1-31-30 503 174 2263 12 150' R/W. SEE 'G' LINE #59										3										PRINT UPDATE AND NOTES									
16 N.Y.S. H'WAY #55										4-16-47 PERMIT NO 84138										4										SCALE 1"=200' HOR.=40' VERT. SUPERSEDES									
17 ARTHUR K. ODELL										2-1-30 2-6-30 503 318 737 4 150' R/W. SEE 'G' LINE #38										5										FILE NO. 51-P-4754									
18 PETER G. DELIN										1-27-30 2-6-30 503 309 1998 0 150' R/W. SEE 'G' LINE #37										6										SHEET 6 OF 18									
19 J.L. CROFT										1-30-30 1-31-30 503 179 1700 11 150' R/W. SEE 'G' LINE #36										7																			

Central Hudson Gas & Electric Corporation
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Exhibit 2 to DPS IR Response CHGE-022

RF 11/16/99 RF 11/17/99 RF 12/10/93 RF 12/12/93

436

This Indenture,

Made the 26th day of October nineteen hundred and eighty-nine

Between Janet Whitson Sudler, residing at Lauer Road, Poughkeepsie, New York 12603
also known as Janet Sudler

party of the first part,

and Central Hudson Gas & Electric Corporation with principal offices at 284 South Avenue, Poughkeepsie, New York 12601

party of the second part,

Witnesseth, that the party of the first part, in consideration of

-----Ten-----Dollars,

lawful money of the United States, and other good and valuable considerations

paid by the party of the second part

do es hereby grant and release unto the party of the second part,

its successors and assigns forever,

All that piece or parcel of land situated lying and being on Todd Hill-Bushwick Road in the Town of LaGrange, County of Dutchess, State of New York, and being more particularly described as follows:

Commencing at a point in the centerline of Todd Hill-Bushwick Road at the southeast corner of lands now or formerly Alan Plotnik (Liber 1513 Page 690), and the southwesterly corner of lands now or formerly Janet Whitson Sudler (Liber 720 Page 122).

Thence N 60° 32' 20"E 36.80 feet and N 62° 07' 25"E 4.50 feet to the point of beginning of the herein described parcel; thence along the southerly line of said lands of Plotnik and the northerly line of the herein described parcel, following a stone wall N 62° 07' 25"E 64.92 feet, N 60° 33' 05"E 313.83 feet, N 61° 16' 05"E 200.48 feet, N 60° 20' 10"E 122.45 feet to a point, said point being the northwesterly corner of the herein described parcel. Thence through the lands of said Sudler S 52° 09' 25"E 219.56 feet to a point, said point being the northeasterly corner of the herein described parcel. Thence continuing thru the lands of said Janet Whitson Sudler S 37° 50' 35" W 327.43 feet to a point on the northerly bounds of said Todd Hill-Bushwick Road; thence along said northerly bounds of Todd Hill-Bushwick Road S 80° 27' 36" W 31.75 feet, S 76° 43' 10" W 46.00 feet, N 82° 52' 50" W 255.22 feet, N 82° 01' 50" W 258.54 feet to the point of beginning.

Containing 3.65 acres of land more or less.

Subject to utility easements of record (Liber 479 Page 36 and Liber 503 Page 309).

Being a portion of the premises conveyed to the Grantor herein by Arthur Sudler by deed dated June 7, 1951 and recorded in the Office of the Clerk of Dutchess County June 26, 1951 in Liber 777 of Deeds at Page 187.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.

And the said Janet Whitson Sudler

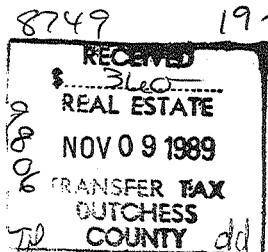
covenants that she has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

In presence of:

✓ Janet Sudler L. S.



Affidavit Filed

DUTCHESS COUNTY CLERK'S OFFICE
RECEIVED ON THE 9 DAY OF NOV 1989
2 H 39 M P M. RECORDED IN
BOOK No. 1850 OF DEEDS
AT PAGE 436 AND EX.

William R. Plimack CLERK

LIBER 1850 PAGE 437

437

NOV 9 2 39 PM '89
DUTCHESS COUNTY
CLERK'S OFFICE
RECEIVED

State of New York
County of Dutchess

ss.:

On the 25 day of October nineteen hundred and eighty-nine
before me came Janet Whitson Sudler

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that she executed the same.

Jo Anne E. Belch
Notary Public

State of
County of

ss.:

JO ANNE E. BELCH
NOTARY PUBLIC, State of New York
Qualified in Dutchess County
Commission Expires Oct. 31 1990

On the day of nineteen hundred and
before me came the subscribing
witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly
sworn, did depose and say that he resides in

that he knows

to be the individual described in, and who
executed the foregoing instrument; that he, said subscribing witness, was present, and saw
execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Deed

Dated, 19

The land affected by the within instrument lies in

RECORD AND RETURN TO
RECORD & RETURN
TO
CENTRAL HUDSON GAS & ELECTRIC CORP.
284 SOUTH AVENUE
POUGHKEEPSIE, N. Y. 12602
ATTENTION: P. W. FEENEY

Reserve this space for use of Recording Office.

Central Hudson Gas & Electric Corporation
A & C REBUILD PROJECT- ARTICLE VII APPLICATION
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Exhibit 4 to DPS IR Response CHGE-022



Legend:

Green Hatching = CHGE ROW

Red Hatching = CHGE Fee Owned Parcel

Central Hudson Gas & Electric Corporation
A & C REBUILD PROJECT - ARTICLE VII APPLICATION
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Exhibit 3 to DPS IR Response CHGE-022



Legend:

Green Hatching = CHGE ROW

Red Hatching = CHGE Fee Owned Parcel

Central Hudson Gas and Electric Corporation
A&C REBUILD PROJECT - ARTICLE VII APPLICATION
Case 13-T-0469

RESPONSE TO
INTERROGATORY/DOCUMENT REQUEST

Requesting Party and No.: DPS Staff - DPS-023 (MS)

Central Hudson Response No: CHGE-023 (DPS)

Date of Request: 7/31/2014

Information Requested of: Central Hudson Gas and Electric Corporation

Reply Date: August 7, 2014

Response Provided by: John Hecklau

Information Requested:

1. Provide copies of all communications with the Army Corp of Engineers, including summaries of phone conversations and documents pertaining to this project.

Response:

On August 1, 2014, John Hecklau of Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. (EDR) spoke with Rosie Miranda, Project Manager with the Regulatory Branch of the New York District of the U.S. Army Corps of Engineers. In the course of this conversation, Mr. Hecklau described the proposed project and the wetland/stream investigations and delineations that have been conducted to date. He stated that the project appears to be covered by Nationwide Permit (NWP) 12 and would include the following:

- 1. No mechanized clearing within the wetlands (i.e., all clearing will be done by hand);*
- 2. No conversion of forested wetlands;*
- 3. No permanent access roads through wetlands (i.e., all crossings will be temporary, utilizing low impact equipment or construction matting);*

4. Removal of seven (7) old structures from wetlands and installation of three (3) new structures in wetlands;
5. The three (3) new poles would result in less than 100 square feet of wetland filling, well below the 0.1 acre threshold that requires a pre-construction notification (PCN); and
6. No navigable waters requiring authorization under Section 10 of the Rivers and Harbors Act will be crossed.

Ms. Miranda indicated that based on the information presented above, the project would be covered under NWP 12 and that no PCN would be required. Consequently, she indicated that no further correspondence or authorization from the Corps would be necessary.

Central Hudson Gas and Electric Corporation
A&C REBUILD PROJECT - ARTICLE VII APPLICATION
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RESPONSE TO
INTERROGATORY/DOCUMENT REQUEST

Requesting Party and No.: DPS Staff - DPS-024 (DM)

Central Hudson Response No: CHGE-024 (DPS)

Date of Request: 7/31/2014

Information Requested of: Central Hudson Gas and Electric Corporation

Reply Date: August 7, 2014

Response Provided by: Michael Gallucci

Information Requested:

During a project field review on 7/11/14, it was observed that the Right-of-Way (ROW) was not cleared to its limits (limits of ROW for this purpose shall be defined as the ROW from edge to edge from ground to sky).

1. Explain why the Applicant stated in a previous IR response that the ROW was cleared to its full limits.
2. Provide details regarding plans to perform vegetation management work including timeframes. Particular emphasis should be given to the manner and type of edge work to be performed to clear the ROW to its limits as defined above.
3. If the Applicant is not planning this work explain why.
4. Explain the rationale for not performing this work as part of the project or as routine ROW maintenance.

Response:

1. *During the last cycle of Routine ROW Maintenance, ROW Edge Reclamation work was completed on all of our transmission lines based on the Plan and Profile drawings for each line. This work was completed for all transmission lines in June of 2009. The delineation of the ROW edge was performed utilizing the easement details from the Plan and Profile*

drawings and measuring distances described via a measuring tape from the Center Line. Please note that this review confirmed that not all easements provide for full width of corridor, hence creating a deficiency. Subsequent plans and updates addressing how Central Hudson would address ROW deficiencies have been submitted to the Commission as part of its Annual Report for Vegetation Management activities. The ROW edge work as required in PSC's original order on ROW Management Practices (Case 04-E-0822, Issued and Effective June 20, 2005) was completed on the A & C lines in 2008. Any deficiencies identified from this process were incorporated into CH overall deficiency plan.

Survey work associated with the acquisition of additional easements to address deficiencies in those areas with less than optimal ROW width on the bulk transmission lines identified some discrepancies between the Plan and Profile drawings and actual easement rights. Based on the land surveys performed for Central Hudson's bulk transmission lines a total of 131 ROW deficiencies were found compared to the 10 identified from review of the Plan and Profile drawings.

Central Hudson maintains its transmission corridors on a five year cycle for routine ROW maintenance. As such, the ROWs for A & C Lines would be in a current state of vegetation encroachment after 5-6 years of growth along the edge, thus requiring maintenance activities including side trimming and in some cases further tree removal to maintain the ROW edge.

2. Both the A&C lines are on the schedule for Routine ROW Maintenance in 2014. Normal routine maintenance activities include herbicide applications, side trimming, mowing and hand cutting of the ROW floor. These activities are scheduled during the second half of 2014. Central Hudson has sent out notices to landowners about this work and this letter has been shared with DPS Staff. In addition, land surveys will be performed to confirm the accuracy of the ROW corridor and the full extent of easements and/or fee ownership. This work is scheduled for late August or early September and will be completed in October 2014. Any areas identified from the land survey requiring further edge reclamation work to be completed, will be scheduled after the Routine Transmission ROW vegetation work plan for 2014 has been completed. It is anticipated that any additional ROW Edge Reclamation work on the A&C lines will be

completed during the 4th quarter of 2014 or 1st quarter of 2015. Such edge reclamation work may include side trimming and in some cases further tree removal.

- 3. Work is being planned. See response to Item 2.*
- 4. The survey work will be performed as part of the reconstruction project to help with construction activities. Since the A&C lines are scheduled for Routine ROW Maintenance in 2014 all floor maintenance, side trimming, danger tree removal and edge reclamation will be performed as part of Routine ROW Maintenance. Any vegetation work required for the reconstruction project (mowing for access, clearing staging areas or pulling sites or tree removal associated with construction) will be included and charges allocated to the construction project.*

Central Hudson Gas and Electric Corporation
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RESPONSE TO
INTERROGATORY/DOCUMENT REQUEST

Requesting Party and No.: DPS Staff - DPS-025 (MAS/RQ)

Central Hudson Response No: CHGE-025 (DPS)

Date of Request: 8/1/2014

Information Requested of: Central Hudson Gas and Electric Corporation

Reply Date: August 7, 2014

Response Provided by: Jeremy Ruaya

Information Requested: Insulators

1. Provide the criteria Central Hudson uses to determine if a polymer insulator can be placed on the "approved" (as mentioned in response to DPS-13) list. Provide supporting documentation for all polymer insulators on the approved list (as provided in response to DPS-15).
2. Provide the warranties for all polymer insulators used by Central Hudson. Include name of warranty issuer, costs (broken out by type: materials, labor, other) covered in the event of an insulator failure, and detailed terms (including duration and conditions of replacement) of such warranties.
3. Provide access to the EPRI polymer insulator databases, including:
 - a. The EPRI Transmission Line Polymer Insulator and Fiberglass Component Failure Databases: 2012.
 - b. Polymer Insulator Vintage Guide: Long Rod Suspension and Post Insulators.
 - c. Any updated databases or reports on polymer insulator failures from EPRI.

Responses:

1. See attached specifications (***Exhibit 1***).

2. *Terms and conditions for both Maclean Power Systems and Hubbell Power Systems are provided in the attachments (**Exhibit 2**).*
3. *Central Hudson understands that DPS Staff forwarded a letter to EPRI, the template for which Central Hudson provided to Staff. Central Hudson has been in contact with EPRI requesting that it cooperate with Staff. The report that Staff is seeking from Staff has been requested by Staff of EPRI. We are not aware of the status of that request, nor have we received a copy of the final letter that Staff sent to EPRI, which we understand occurred on July 29, 2014.*

December 29, 2003

SPECIFICATIONS FOR 30-23-141 (INSUL, SUSP UNIT 115KV PLYMER 25000# SML)

General Requirements:

Each insulator must be identified and tested in accordance with the latest minimum testing requirements of ANSI C29-11 (or more stringent standards) for suspension insulators. These minimum required tests shall include the definitions and test set-ups in ANSI C29-1 and ANSI C29-12 including electrical "design" tests (such as low frequency dry flash over test, low frequency wet flash over test, critical impulse flash over tests, and radio influence voltage (RTV) tests) as well as "routine" tests (such as tension proof test and visual examination). Dry arc test set up must include the grading ring if the application includes it (always included for voltages of 345kV).

Specific Requirements:

Insulator shall be constructed with polymer skirts of which the base polymer material (prior to adding reinforcing fillers) shall be silicone rubber. This silicone polymer material formulation shall be used on all rubber coverings including the sheath, shed, and all other connectors; rated 115kV; 25,000 LB SML strength; minimum section length 42"; rod shall be boron-free, corrosion resistant electrical grade (CR-E) fiberglass rod; end fittings to be galvanized or stainless steel which is crimped on without metal wedge or epoxy cone; rod must not be damaged during the crimping process; supply with Y-clevis at one end & ANSI class 52-5 ball on other end; Y clevis to have a minimum swing angle of 45 degrees and a minimum opening of 1.5 inches (in the direction along the shaft); end fitting to provide water proof seal; shall have the minimum electrical characteristics as follows: leakage distance - 85"; 60 Hz Flash over minimum wet -350kV, minimum impulse flash over - 670kV. The following design information must be provided and approved by Central Hudson: electric field levels calculated in a minimum of two-dimensional analysis from the live end up to and including the first two sheds for a single phase energized at a normal operating voltage of 115kV (phase to phase voltage). (Peak electric fields for two-dimensional analysis shall not to exceed .8 kV/mm. Peak electric fields for three-dimensional analysis shall not exceed .45kV/mm). Electric field calculations must include end fitting and insulator materials (rod and sheath may be considered one dielectric value). The following is not required but is recommended: the manufacturer is invited to provide a three-dimensional, three phase electric field calculation for a wooden H-frame structure With 14' phase spacing energized at a normal operating voltage of 115kV (phase to phase voltage).



MACLEAN POWER SYSTEMS TERMS AND CONDITIONS

Central Hudson Gas & Electric Corporation
A & C REBUILD PROJECT - ARTICLE VII
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Exhibit 2 to DPS IR Response CHGE-025

CONDITIONS OF SALE

Unless otherwise stated in writing by an authorized representative of MacLean Power Systems (hereafter "Seller"), all transactions between the Buyer and Seller are expressly subject to these terms and conditions. The Seller will not be bound by any terms proposed by Buyer, whether in purchase orders or otherwise, which are additional to or different from the terms and conditions set forth herein. Terms and conditions are subject to change without notice and become immediately effective.

PRICES

Prices are subject to change without notice. In the event of a price increase, quoted material not covered by a firm purchase order entered on Seller's computer system by the Seller may be subject to adjustment to those in effect at time of shipment. Possession of Seller's published price sheets does not obligate Seller to sell to the Buyer possessing the price sheets.

QUOTATIONS

Valid quotations are those issued by Seller's Marketing department and, unless otherwise specified, are subject to Buyer's written acceptance within 30 days of issuance to be valid. The Seller can modify quotations prior to their expiration date if the Buyer has not yet accepted them. Seller's quoted prices apply for the quantity stated on Buyer's RFP. Seller reserves the right to make price adjustments on items where quantities exceed the original quoted quantity or where costs exhibit extreme volatility or to rescind prices on items with no order activity within 120 days of the quote date. All clerical errors are subject to correction.

TAXES

Published or quoted prices do not include sales, excise, or similar taxes that are the responsibility of the Buyer. Where Seller is required to collect such taxes, they will be invoiced as a separate item to Buyer unless an appropriate tax exemption certificate is filed with Seller. Taxes not billed or quoted by the Seller are the responsibility of the Buyer.

CREDIT

Acceptance of orders shall be subject to Buyer providing Seller with an acceptable Credit Application. If in the judgment of Seller, the financial condition of the Buyer, at any time, does not prove worthy of extending credit, the Seller may require full or partial payment in advance of production or shipment.

PAYMENT TERMS

Unless modified in writing by Seller's quotation, terms of payment are net 30 days from date of invoice payable in US funds. Accounts that become overdue will be subject to a 1.5% monthly service charge until paid and Buyer will be liable for reimbursing Seller's expenses and legal fees in collecting such accounts. Seller may also suspend shipments of open orders to Buyer until Buyer's account is current.

ORDERS

Minimum charge on any individual order is \$500 net. Orders not meeting the above minimum will be automatically raised to and billed at the minimum billing level. All orders, including order deferrals, are subject to final acceptance by Seller's Marketing Department at its Franklin Park, IL headquarters. Order deferrals may be subject to a price adjustment. Individual line items on Buyer's order may be subject to either a \$ or quantity minimum. If a price discrepancy exists on an order, the item in question will not be entered into Seller's order system until the price issue is resolved and the order is amended in writing. Storm Emergency orders requiring expedited delivery may carry additional charges.

ORDER ADD-ON POLICY

Items can be added to Buyer's order at the original order terms within 15 calendar days of original order entry as long as the original order has not shipped complete. Minimum value of added items must be \$250 and original order terms apply.

PACKING

Seller's prices are based on standard packaging suitable for domestic shipments in the 48 contiguous United States. If special packaging is required by Buyer additional charges will be invoiced to the Buyer.

SHIPMENT ESTIMATES

Delivery dates as set forth on order acknowledgments are approximate. Although Seller will use all reasonable efforts to meet delivery dates, Seller will not be responsible for failure to meet said dates. In no event will Seller be liable for any loss or damage or for any special, incidental or consequential damages to Buyer resulting from failure to deliver within the times specified. Unless otherwise amended and approved in writing, Seller reserves the right to ship up to 30 days in advance of the acknowledged shipping date. Seller reserves the right to make delivery in installments which shall be separately invoiced and paid when due without regard to subsequent deliveries.

TRANSPORTATION POLICY

All shipments will be made F.O.B. factory with transportation by the most economical means, prepaid and allowed for any single order or release with a value of **\$7500 net** (\$10000 for foundation anchors) or more and allowing for shipment at one time to a single delivery point within the 48 contiguous United States. All MPS North American Products, except those listed next, can be combined on a single order to achieve minimum for prepaid freight. **EXCEPTION:** the following products cannot be combined on a combined order to achieve prepaid freight: Fiberglass Crossarms and Polymer Composite Insulators (except distribution deadends). For orders below \$7500 net, Seller will ship prepaid with freight cost added to the invoice or Buyer can request freight collect (UPS cannot ship freight collect without Buyer providing their account number). **EXCEPTION:** OEM orders will be freight collect.

Shipments to Alaska and Hawaii, meeting the above requirements, will be shipped to the nearest west coast port chosen by Seller, unless quoted otherwise, with freight collect beyond. For shipments outside the U.S. contact the Seller's Marketing Department for freight terms.

Seller reserves the right to select shipping point, method and route of shipment. When Buyer selects method (including flatbed trailers or expedited items) and/or route or timing of shipment, any resultant additional expenses will be invoiced to the Buyer. No credit for any shipping or freight cost will be allowed to Buyer if Buyer accepts shipment or product at Seller's factory or warehouse or otherwise supplies its own transportation. Seller shall not be liable for any cartage or storage charges at destination. Title and risk of loss shall pass to the Buyer upon delivery of the products by the Seller to the carrier. MPS factory shipping locations are: FRANKLIN PARK, IL; BIRMINGHAM, AL; CHATEAUGAY, QUEBEC, CANADA; YORK, SC & NEWBERRY, SC.

DROP SHIPMENT POLICY

Unless otherwise pre-approved by Buyer, a drop shipment charge of 20% will be added to any purchase order requesting delivery to a location other than to a recognized Buyer stocking warehouse.

BROKEN PACKAGE POLICY

Orders must be placed for standard package quantities. Seller has the right to raise order quantities per line item to multiples of standard package. Seller may waive this policy for project related orders. The Buyer is responsible for seeking this waiver, in writing, before order entry.

NON-STANDARD OR SPECIAL ITEMS

Products built to forecast or for stock are considered standard items. Items built for specific Buyer's requirements, even though outlined in Seller's catalog, are considered non-standard. Orders for these items will be accepted on a non-cancelable, non-returnable basis. The quantity manufactured, shipped, and invoiced may vary by 10% above or below the ordered quantity, and the order will be considered as shipped complete without further consequence.



MACLEAN POWER SYSTEMS TERMS AND CONDITIONS

ADJUSTMENTS

Unauthorized deductions by Buyer from its remittance to Seller will not be permitted unless Seller issues written authorization and credit memoranda. Deductions exceeding those authorized by Seller will be invoiced by Seller and will become payable upon receipt. Failure to settle Buyer's account may lead to suspension of future shipments to Buyer.

TOOLING

Seller shall retain title to and possession of any models, patterns, dies, molds, jigs, fixtures, tools, and test equipment made for or obtained for the performance of any order including items paid for by the Buyer.

TESTING

Unless otherwise stated in writing, product prices include only Seller's standard test data. Any special testing required by the Buyer shall be invoiced accordingly unless included in the Seller's quotation.

MODIFICATIONS

Unless otherwise provided, Seller reserves the right to modify the specifications, materials, or manufacturing methods of products ordered by the Buyer if the modification will not materially affect the quality or performance of the product.

RETURNED GOODS

No material can be returned without first obtaining a written return goods authorization from Seller's marketing department in Franklin Park, IL. A copy of this authorization must be included with the material being returned.

Products accepted for return must be in their original, unopened cartons, in standard package quantities, purchased within the last 12 months, of current design and manufacture, and in resaleable condition. Products designed and produced to Buyer's specifications or products not cataloged, or listed as special priced products, or obsolete products cannot be returned for credit.

Material authorized for return must be shipped prepaid to the Seller's destination within 30 days of authorization. No products will be accepted for return in the months of October, November and December.

Buyer is responsible for providing original invoice information to Seller on items requested for return. No return authorization shall be issued for less than \$100 per line item. All such returns will be subject to a \$50 minimum restocking and handling charge or 25% of the original net value of the products at the time of purchase, whichever is higher, plus original freight charges, in addition to any additional costs to restore the material to a resaleable condition. Material which fails Sellers incoming inspection will be rejected and no credit will be issued.

CANCELLATION

Cancellation of part or all of an order is subject to acceptance by Seller's marketing department in Franklin Park, IL. Requests for cancellation must be received a minimum of 7 calendar days before the scheduled ship date. Cancellation of standard products will be allowed only when Buyer pays cancellation charges based on the accumulated expense and commitments made by the Seller to supply the material in accordance with the Buyer's original purchase request. **The minimum cancellation charge will be \$50 or 20% of the unshipped value.** Special ordered items or items non-cataloged, or listed as special priced, are non-cancelable.

WARRANTY

Seller warrants that the products it manufactures and sells shall be free from defect in material and workmanship for a period of 18 months from date of shipment to Buyer, or 12 months from date of product installation, whichever is shorter. The warranty covers normal use only and does not apply to any products that are misused (used for a purpose other than originally intended), modified, repaired or otherwise abused by Buyers or others. Seller's sole obligation for breach of warranty shall be to repair or replace (F.O.B. original delivery point) any goods within 30 days of Buyer reporting defect to Seller. All installation and transportation expenses, and all other incidental expenses and damages shall be borne by Buyer.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE.

Such damages shall include, but not limited to, loss of profit or revenues, loss of use of the equipment or associated equipment, costs of substitute equipment, facilities, down time costs, increased construction costs, change out costs, or claims for damages. Seller shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of Buyer, whether negligent or otherwise.

PRODUCT USAGE

Buyer agrees that by accepting Seller's products, it agrees to use each product solely as Seller intended such product to be used and in accordance with Seller's instructions. Buyer further agrees that improper operation, storage, or maintenance of Seller's products could result in injury or death to a person, or damage to other property or equipment and it will hold Seller and its affiliates harmless for any such injury or damage. **BUYER AGREES TO INDEMNIFY AND HOLD SELLER, ITS AFFILIATES AND THEIR OFFICERS AND DIRECTORS HARMLESS AGAINST ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND (INCLUDING ATTORNEY'S FEES) ARISING OUT OF OR RELATED TO THE USE OF ANY OF SELLER'S PRODUCTS.**

PATENT INDEMNITY

Seller shall defend any suit or proceeding brought against Buyer based on a claim that any goods of Seller's design furnished to Buyer constitute an infringement of any U.S. patent. Buyer must notify Seller promptly, in writing, of such claim. Seller will not be liable if alleged infringement is the result of the application or use to which such goods are put by Buyer or others if different than Seller's application data.

Buyer agrees to protect Seller and save it harmless from all expense and damages that result from claims or demands that goods manufactured by Seller according to Buyer's design or specification infringe the right, title or interest of any third party because of being so produced. Buyer shall defend Seller in such claims and pay all expenses and damages based on claimed infringement.

The foregoing states the entire liability of either party to the other with respect to infringement.

ACCEPTANCE

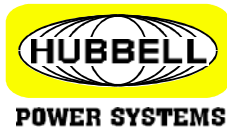
Buyer shall notify Seller of any error, defect, or shortage of any items received by Buyer, in writing, within 15 calendar days of delivery. Failure to provide Seller with written notice within the prescribed timeframe obligates Buyer to have waived such errors, defects or shortages and to have accepted Buyer's items as delivered.

GOVERNING LAW

The laws of the State of Illinois shall govern all matters relating to the interpretation and effect of these terms and any authorized changes.

WAIVER OF JURY TRIAL

Both Buyer and Seller, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action, legal proceeding or counterclaim arising out of or in connection with any purchase order or other transaction between Buyer and Seller. This waiver applies to any and all actions and legal proceedings, whether sounding in contract, tort or otherwise.



HUBBELL POWER SYSTEMS, INC. TERMS & CONDITIONS OF SALES

These terms and conditions of sales ("terms and conditions") apply to the purchase by Buyer of any and all Hubbell Power Systems, Inc. ("HPS") products. HPS hereby gives notice of its rejection to any different or additional terms and conditions other than as stated herein. Buyer's acceptance of the provisions of HPS's terms and conditions as recited herein shall be conclusively presumed upon Buyer's receipt of the product(s), or if no written objection is received by HPS within fifteen (15) days from the date on HPS's order acknowledgment, whichever event shall first occur.

PRICING

Refer to appropriate Price Schedule, unless otherwise quoted.

TERMS

Payment terms are net 30 days. Invoices will be dated the day of shipment. A service charge of 1-1/2% per month or, if such rate exceeds the maximum lawful rate, the maximum lawful rate shall be assessed on all past due accounts and shall be payable on demand.

QUOTATIONS

Unless otherwise stated in writing, HPS' quotations are subject to acceptance by the Buyer within thirty (30) days from the date of issue.

SALES AND SIMILAR TAXES

Prices do not include any sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of the equipment hereunder, shall be paid by the Buyer, or in lieu thereof the Buyer shall provide HPS with a tax exemption certificate acceptable to the taxing authorities.

ACCEPTANCE OF ORDERS

All orders are subject to final acceptance by HPS. Any other terms proposed by Buyer are rejected unless expressly accepted in writing. Orders shall be deemed to be executed in the State of Missouri and shall be construed and performed in accordance with the laws of that State. Acceptance of any order is subject to availability of product and the ability of HPS to deliver. Orders will be billed at prices in effect at time of shipment unless otherwise agreed. Unless otherwise stated in writing, HPS reserves the right to ship plus or minus 10% of specified quantity for special products that are made to order.

SALES BY AGENTS

Sales by agents or through overseas representatives shall be at prices, terms and conditions of sale specified by HPS. All invoices will be issued by and payment remitted to HPS.

DELAY

HPS will use reasonable efforts to meet shipment or delivery dates specified by HPS, but such dates are estimates only. In no event shall be liable for any delay or nondelivery if caused directly or indirectly by Acts of God, fire, flood, strike or lockout or other labor dispute, accident, civil commotion, riot, war, governmental regulation or order, whether or not it later proves to be invalid, or from any other cause or causes (whether or not similar to any of the foregoing) beyond HPS's control. In no case will HPS be liable for loss of profits or any special or consequential damages on account of any delay in delivery or nondelivery whether or not excused hereunder.

SHIPPING DEFERMENT

Buyer requests for shipping deferment must be approved by HPS and are subject to price negotiation.

LIMITED WARRANTY AND LIMITATION OF LIABILITY

HPS warrants to Buyer that the products sold will be free of defects in workmanship or material for a period of one (1) year (or as otherwise specified) from the date of original shipment by HPS when stored, installed, operated or maintained in accordance with recommendations of HPS and standard industry practice and when used under proper and normal use. HPS shall in no event be responsible or liable for modifications, alterations, misapplication or repairs made to its products by Buyer or others, or for damage caused thereto by negligence, accident or improper use by Buyer or others. This warranty does not include reimbursement for the expenses of labor, transportation, removal or reinstallation of the products. This warranty shall run only to the first Buyer of a product from HPS, from HPS' Buyer, or from an original equipment manufacturer reselling HPS' product, and is non-assignable and non-transferable and shall be of no force and effect if asserted by any person other than such first Buyer.

APPLICATION: HPS does not warrant the accuracy of and results from product or system performance recommendations resulting from any engineering analysis or study. This applies regardless of whether a charge is made for the recommendation, or if it is provided free of charge. Responsibility for selection of the proper product of application rests solely

with the Buyer. In the event of errors or inaccuracies determined to be caused by HPS, its liability will be limited to the re-performance of any such analysis or study.

BUYER INSPECTIONS: Tests, inspections and acceptance of all material must be made at the factory. Buyer's inspectors are welcome at the factories and are provided with the necessary facilities for carrying out their work. Name and phone number of who should be contacted for inspection should be given to HPS no later than two weeks prior to scheduled shipment date.

DISCLAIMER OF WARRANTY: THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE.

EXCLUSIVE REMEDY: Any claim by Buyer that a product is defective or non-conforming shall be deemed waived by Buyer unless submitted to HPS in writing within thirty (30) days from the date Buyer discovered, or by reasonable inspection should have discovered the alleged defect or non-conformity. Any warranty claim must be brought within one year of discovery of the alleged defect or non-conformity. Upon prompt written notice by the Buyer that a product is defective or non-conforming, HPS' liability shall be limited to repairing or replacing the product, at HPS' option.

LIMITATION OF LIABILITY: IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL HPS BE LIABLE TO BUYER OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGE TO OR LOSS OF USE OF ANY PRODUCT, LOST SALES, OR PROFITS, OR DELAY OR FAILURE TO PERFORM THIS WARRANTY OBLIGATION, OR CLAIMS OF THIRD PARTIES AGAINST PURCHASER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF, HPS' PRODUCTS. As stated herein, the term "person" shall include without limitation, any individual proprietorship, partnership, corporation or entity.

FREIGHT ALLOWANCE and F.O.B. POINT

All shipments are F.O.B. origin. Risk of loss and title of products shall pass to Buyer upon delivery to the designated carrier. Freight is prepaid and allowed on all HPS shipments of products with a net order value of \$5,000 and above to destinations within the Continental U.S.A and Canada, with the exception of USCO brand products. Freight is prepaid and allowed on all shipments of USCO brand products with a net order value of \$20,000 and above. An 8% shipping and handling charge will be added to all standard shipments under the minimum net order value. Customer expedited orders will be billed at actual freight cost plus \$50.00 handling. Shipments to Alaska and Hawaii are F.O.B. Pacific Coast docks, collect beyond. Tool trailers will be F.O.B. HPS' dock – no freight allowed.

HPS reserves the right to route all qualified freight allowed shipments via least expensive surface route within the Continental United States and Canada. Buyer will assume all charges for transportation specified via more expensive means. Acceptance of a specified routing does not constitute a guarantee of ship date, transit time or arrival date. HPS will not be responsible for any cartage or storage charges at destination.

HPS' responsibility for exception-free delivery ceases when the transportation company receives shipment in good condition. Claims for loss or damage must be reported directly to the carrier. HPS's willingness to assist does not indicate liability for claim or replacement.

PARTIAL RELEASE

If an order has multiple releases specified by the Buyer, each release will be treated as individual orders, relative to freight allowance and minimum billing.

BACK ORDERS

Back orders that are the responsibility of HPS will be shipped F.O.B. factory or point of shipment with freight prepaid and allowed via the most cost effective method, providing the original order qualified for freight allowance.

MINIMUM BILLING

Standard Orders -- \$750 net per order.

Tools -- \$100 net per order.

Parts -- \$100 net per order.

ORDER ADD-ON POLICY

HPS' "Add-On" policy allows you to add items to an existing unshipped order for up to fifteen (15) days from the entry date of the original order. The minimum value for added products is \$250. Addition of tools or parts must be \$100.

DELIVERY SCHEDULE

Shipping dates provided by HPS are estimates only. HPS shall make every reasonable effort to meet Buyer's shipping requirements provided HPS promptly receives all necessary information from Buyer and approved drawings if required by HPS. HPS will not assume liability because of delayed shipment for any reason. HPS's responsibility ceases upon acceptance of shipment by carrier.

CANCELLATIONS

Cancellation of an order for current stock product requires a minimum of five (5) days' notice prior to actual ship date. Stock product orders shipped after cancellation notice is received, but before expiration of the five-day requirement, will be subject to all standard returned product conditions, noted below. Cancellation on non-stock products may be made only if no work has been performed or material purchased. If cancellation is requested after work is in progress, there will be a cancellation

charge as established by HPS. Orders may not be cancelled unless HPS gives its written consent, and then only upon agreement as to applicable cancellation charges.

RETURNED PRODUCT

GENERAL CONDITIONS applying to all transactions:

1. *Product is not returnable without the written consent of HPS.*
2. *Request for permission to return product must be made in writing within one year from date of shipment, and Buyer must provide original HPS invoice number.*
3. *Product to be returned must be considered standard product by HPS.*
4. *HPS reserves the right to refuse returns of any special or made-to-order product, regardless of condition.*
5. *All returned products must be in excellent, resaleable condition and packaged in the original carton. Products will be inspected upon return; and any service or repair needed to place them in first class, saleable condition will be charged and added to the restocking charge.*
6. *A 25% restocking charge will be deducted from all credits issued on authorized returns.*
7. *Return Goods Authorization (RGA) Packing List, supplied by the factory, must accompany the return shipment.*
8. *Return freight must be prepaid. Product must be received by HPS within sixty (60) days of issuance of RGA.*
9. *Net value of the return must not be less than \$250.*
10. *HPS reserves the right to deduct for any damage sustained in transit.*
11. *Unauthorized returns will be refused. Equipment returned without proper authorization from HPS will, at the sole option of HPS, be returned to the Buyer freight collect, or scrapped immediately with no issuance of credit. Unauthorized product included in a return will not be credited.*

BROKEN PACKAGE POLICY

Shipments will be made in standard package quantities or multiples thereof. HPS Customer Service will notify the Buyer of any orders that do not comply with this policy. The Buyer must authorize an adjustment to comply with standard package quantities before the order will be entered.

DROP SHIPMENT POLICY

A 10% net order value drop shipment charge will be added to all purchase orders requesting delivery to a location other than a recognized Buyer stocking warehouse, with the exception of full truckload and/or project material. This is in addition to any other charges to the net order.

QUOTATION PRICE PROTECTION

All prices shown in the price lists are subject to change without notice. All quotations on special products or modifications to catalog products are binding only if confirmed in writing by the factory for the period shown on the quotation. Price protection will be provided for a period of thirty (30) days from date of quotation from HPS.

ORDERS

All orders are taken and prices quoted only with the understanding that each order shall be subject to the acceptance of HPS upon such terms as we may specify when order is received. Prices to cover amount of any sales or excise tax which now or hereinafter may be imposed by any taxing authority upon this product or the sale or manufacture thereof.

PRODUCT SPECIFICATION

HPS reserves the right to discontinue products, modify designs, and change specifications or prices without incurring obligation.

INVOICING

All invoices are due and payable per the standard terms stated herein. In the case of an apparent discrepancy in a line item charge, Buyer is obligated to advise HPS Customer Service in writing of the nature of the claimed discrepancy within five (5) days of receipt of the invoice. This includes all requests for proof of delivery. A claim of discrepancy does not relieve Buyer of the absolute obligation to pay the remaining balance of the invoice in accordance with the standard terms of payment. Upon review, HPS will have sole discretion to resolve the discrepancy; and the Buyer expressly agrees to abide by HPS' decision. HPS will promptly advise Buyer of its decision regarding any disputed items or charges.

OSHA

HPS warrants that at time of shipment, the products will conform to the applicable occupational safety and health standards promulgated pursuant to the Federal Occupational Safety and Health Act of 1970, which are in effect on the date that HPS enters its acknowledgment of Buyer's order. The Buyer's exclusive remedy and HPS' liability for breach of this warranty is limited to replacement of the nonconforming products.

FAIR LABOR STANDARDS ACT AS AMENDED

HPS represents that any goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

NOTE

These Terms and Conditions supersede all those published and previously issued by The A.B. Chance Company, The Ohio Brass Company, Anderson Electrical Products, Inc., Fargo Manufacturing Company, Inc., Chardon Electrical Components, USCO Power Equipment Corporation, Hubbell Canada LP and Hubbell Power Systems, Inc.

Central Hudson Gas and Electric Corporation
A&C REBUILD PROJECT - ARTICLE VII APPLICATION
Case 13-T-0469

RESPONSE TO
INTERROGATORY/DOCUMENT REQUEST

Requesting Party and No.: DPS Staff - DPS-026 (MS)

Central Hudson Response No: CHGE-026 (DPS)

Date of Request: 8/13/2014

Information Requested of: Central Hudson Gas and Electric Corporation

Reply Date: August 22, 2014

Response Provided by: John Hecklau

Information Requested:

1. Have the wetlands along off-Right-of-Way access "K" been evaluated for potential Blanding's Turtle habitat? Explain your answer.

Response:

The wetlands along off-ROW access K were not evaluated for potential Blanding's turtle habitat during the study conducted in 2012 by Riveredge Associates. Use of this access route was not anticipated at that time. Consequently, the potential for Wetlands QQ, RR, SS, TT and UU to provide Blanding's turtle habitat has not yet been determined. Central Hudson has contacted Lisa Masi at NYSDEC Region 3 to discuss this matter. If Ms. Masi believes that these wetlands have the potential to provide Blanding's turtle habitat, a notation to that effect will be added to the plan and profile drawings, and all Blanding's turtle protective measures included in the final Certificate conditions will be applied to these areas.

Central Hudson Gas and Electric Corporation
A&C REBUILD PROJECT - ARTICLE VII APPLICATION
Case 13-T-0469

RESPONSE TO
INTERROGATORY/DOCUMENT REQUEST

Requesting Party and No.: DPS Staff - DPS-027 (MS)

Central Hudson Response No: CHGE-027 (DPS)

Date of Request: 8/13/2014

Information Requested of: Central Hudson Gas and Electric Corporation

Reply Date: August 22, 2014

Response Provided by: Christopher Rottkamp

Information Requested:

In response to Information Request (IR) DPS-23, which requested copies of all communications with the Army Corp of Engineers (ACOE), Central Hudson Gas & Electric (the Company) described just one phone conversation. The Company response stated, among other things: "No mechanized clearing will be conducted within wetlands (i.e., all clearing will be done by hand)." However, the public outreach section of the Application includes emails to and from the ACOE referring to phone conversations and a submittal to the ACOE. In those emails the company and the ACOE state that no additional or new clearing would be required.

The public outreach section also includes documentation about meetings and discussions with the New York State (NYS) Department of Environmental Conservation and NYS Department of Agriculture & Markets.

1. Why were the conversations, submittal, and e-mails cited in the application not included in the Company's response to IR DPS-23? Are there any other communications with ACOE that are missing or outstanding?
2. Was the need for clearing of vegetation for access and work pads discussed with the ACOE? Explain your answer.

3. Explain why discussions and meetings with NYS Department of Agriculture & Markets, NYS Department of Environmental Conservation and ACOE are discussed in the public outreach section of the application and not the Agency Correspondence section of the application?
4. Were there any other Agency Correspondences that were not included in Agency Correspondence section? Explain your answer.

Response:

1. *Exclusion of reference to this earlier correspondence in Central Hudson's response to IR DPS-23 was an inadvertent omission. A copy of the referenced e-mail correspondence between Central Hudson and the ACOE from May 9 and May 14, 2013 was included in Appendix M of the Application. The only other communications with the ACOE were voicemail messages to Rosie Miranda left by John Hecklau of EDR on July 20, July 23 and August 1, 2014.*
2. *In John Hecklau's telephone conversation with Rosie Miranda of the ACOE on August 1, 2014 (follow-up to the voicemail referenced above), he explained to her that the Project was taking place on an existing ROW, and that clearing of mature trees in wetlands would not be required. He further explained that along access routes and at work sites within wetlands, woody vegetation (shrubs and saplings) would need to be removed. However, all such removals would be done by hand (i.e., using a chain saw) and there would be no mechanized land clearing within wetlands.*
3. *Agency discussions, meetings, and field visits are contained in the Public Outreach section of the Article VII Application (Appendix M). These were not included in the Agency Correspondence section (Appendix D) since it was thought that only written correspondence to or from agencies would be included in Appendix D. Internally prepared minutes from the May 14, 2013 meeting with the NYSDEC referenced is included in the Public Outreach section (Appendix M) of the Application. A memorandum with a summary of the NYSDAM site visit on April 10, 2013 was also included in Appendix M. No minutes or a summary memorandum of the NYSDEC site visit conducted on August 7, 2013 were prepared.*

4. *We are not aware of any other agency correspondence that took place prior to submittal of the Article VII Application that was not included in the Agency Correspondence section (Appendix D).*